

AGREEMENT  
BETWEEN  
BEAVER COUNTY  
AND THE  
UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC  
JANUARY 1, 2005  
TO  
DECEMBER 31, 2008

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## AGREEMENT

This Agreement, dated January 1, 2005, is between the County of Beaver, (hereinafter referred to as the "Employer), and the United Steelworkers of America, (hereinafter referred to as the "Union"). Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective upon execution.

### ARTICLE I

#### Purpose and Intent

The purpose and intent of the Employer and the Union in entering into this Agreement is to set forth their agreement on wages, hours and other terms and conditions of employment.

### ARTICLE II

#### Recognition and Scope

##### Section 1. Recognition

The Employer Recognizes the Union as the sole and exclusive representative of the employees of the Employer in the unit described below for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment pursuant to the Order of Certification in Pennsylvania Labor Relations Board Case No. PERA-R-93-134-W:

All full-time and regular part-time professional employees who are directly involved with and necessary to the functioning of the courts, but who are not hired, fired and directed by the courts including but not limited to the first assistant district attorney, the second assistant district attorney, assistant district attorneys and assistant public defenders; and

excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

## Section 2.

Work performed by bargaining unit employees shall not be contracted out by the Employer except in those situations and to the extent that work has been contracted out in the past. Nothing in this provision shall be construed to limit the Public Defender or the District Attorney from assigning a case to themselves, to the 1<sup>st</sup> or 2<sup>nd</sup> Deputy or to outside experienced counsel if the extraordinary nature of the case in the discretion of the Public Defender or District Attorney requires outside counsel.

## Section 3.

The Employer shall not be bound by any customs and/or practices, written or oral, except those which are set forth in writing in this Agreement. The benefits set forth herein shall remain in effect for the term of this Agreement, except as they are changed or eliminated by mutual agreement of the parties.

# ARTICLE III

## Union Security

### Section 1.

Each employee who on the effective date of this Agreement is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain membership in the Union.



Section 2.

Each employee who is not a member of the Union shall be required, as a condition of employment, to pay a Fair Share fee to the Union in accordance with the Pennsylvania Law. The amount of the Fair Share fee shall be provided to the Employer by the Union, and the Employer shall deduct the fee each month and shall promptly transmit the amount deducted to the Union.

Section 3.

The Employer will checkoff dues, assessments and initiation fees each as designated by the International Secretary-Treasurer of the Union on the basis of individually signed voluntary authorization cards.

Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the month in which the Employer receives such authorization card or in which such card becomes effective, whichever is later.

The Union will be notified of the reason for nontransmission of dues in case of layoff, discharge, resignation, leave of absence, sick leave, retirement, death, or insufficient earnings.

Unless the Employer is otherwise notified, the only dues to be deducted for payment to the Union from the pay of the employee who has furnished an authorization shall be the union dues. The Employer will deduct initiation fees when notified to do so by the Union, and assessments as designated by the International Secretary-Treasurer.

Section 4.

The provisions of this Article shall be applied in accordance and consistent with applicable provisions of Act 195 of 1970.

Section 5.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

ARTICLE IV

Management Rights

Section 1.

The management of the employees and the direction of the working forces are vested exclusively with the County and with the District Attorney. Except where expressly limited by a specific provision of this Agreement, management retains the right to hire, discipline and/or discharge for just cause, layoff and promote; to schedule, to determine or change the starting and quitting time, to promulgate reasonable rules and regulations not inconsistent with this Agreement; to assign duties to the work force, to organize, discontinue, enlarge or reduce a department; to discontinue job classifications; to assign employees to other jobs as operations may require subject to other provisions of this Agreement; to introduce new or improved facilities or equipment; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the County prior to the executive of this Agreement.

Matters of inherent managerial policy are reserved exclusively to the County. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the County; standards of service, qualifications or certifications for positions, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. The above set forth management rights are by way of example, but not by way of limitation. The Employer, in the exercise of rights, shall observe the provisions of this Agreement.

The rights of Management further include the right to establish and from time to time to amend a Policy and Procedures Manual. To the extent that the provisions of the Policy and Procedures Manual are abridged by a specific provision of this Agreement, this Agreement shall, in such event, supersede the Policy and Procedures Manual.

#### Section 2.

Pursuant to section 1 above, the Union recognizes that the County may introduce a revision in the method or methods of operation which will produce a revision in job duties and a reduction or increase in personnel in any department. The Union agrees that the County may implement any program and work force reduction in any program to be hereafter undertaken by the County provided such revision is consistent with the provisions of this Agreement and is not made with the intent and purpose of eroding the bargaining unit.

### ARTICLE V

#### Non-Discrimination

#### Section 1.

The Employer and the Union agree that provisions of this Agreement shall be applied to all employees with regard to race, color, religion, sex, creed, age or national origin, or without discrimination against those who are handicapped.

Section 2.

In referring to employees, the masculine gender is used for convenience only and shall refer to both males and females and bears no suggestion or intent to discriminate.

ARTICLE VI

Grievance and Arbitration Procedures

Section 1.

For the purposes of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties, as to the interpretation, application or compliance with the provisions of this Agreement. The following procedure, including arbitration, shall be the exclusive means of settlement of all grievances arising under this Agreement.

Section 2.

The term "day" as used in this Article shall mean workday. If the last day of any time period or time limit specified in this Article falls on a non-workday, the time period or limit shall be extended to the next workday.

Section 3.

Should an employee believe he has a justifiable complaint under the terms of this Agreement, the complaint shall be handled in the following manner:

A. Step 1. The Employee shall discuss the complaint with his immediate supervisor. The employee may elect to have a steward present during this discussion should he desire. The supervisor shall, within three (3) workdays of said discussion, advise the employee and, where appropriate, the steward of his decision.

B. Step 2. If the matter has not been resolved by the employee and his immediate supervisor in Step 1, it must be reduced to writing by the employee or the Union within ten (10) workdays and presented to the Employee Relations Director to be considered further. A meeting between the Employee Relations Director, the grievant and a steward shall be held to discuss the grievance within five (5) workdays after it has been presented. Within five (5) workdays after the meeting has been held, the Employee Relations Director shall advise the grievant and the steward, in writing, of his decision.

C. Step 3. In the event no agreement is reached at Step Two, either the Union or the Employer may upon written notice to the other, appeal the grievance to arbitration within five (5) working days after receipt of the Step Three answer. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator with five (5) working days after the notice of appeal to arbitration.

Section 4.

Grievances which allege violations directly affecting two (2) or more employees may be initiated by the Union at the Step 3 level of the grievance procedure outlined in this Article.

Section 5.

A grievance submitted in writing shall contain a clear and concise statement of the grievance, the issue involved, the relief sought, the date the violation took place, and the specific Article and/or Sections of this Agreement involved.

Section 6.

All grievances shall be presented promptly and in no event later than twenty (20) workdays after the employee or employees knew or should reasonably have known of the occurrence or non-occurrence of the incident which gave rise to the grievance.

Section 7.

The time limits set forth in this Article shall be binding on the parties unless extended in writing by mutual agreement.

If the Union fails to process a grievance within the time limits provided, unless an extension of the time has been mutually agreed upon, the grievance shall be considered withdrawn without prejudice and shall not be eligible for any further appeal. If the Employer fails to process its response to a grievance within the time limits provided, the Union shall have the right to automatic appeal to the next step of the procedure.

## Section 8.

In the event a grievance remains unsettled under the foregoing procedures, the representative of the International Union may, by written notice to the Director of Employee Relations within twenty (20) workdays of receipt of the Director's decision, appeal the matter to arbitration.

The arbitrator shall be selected by mutual agreement of the parties. In the event the parties are unable to agree upon the selection of an arbitrator within five (5) workdays, the parties shall notify the Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators from Western Pennsylvania who are members of the National Academy of Arbitrators. Each party shall alternately strike a name until one name remains. The Employer shall strike the first name. The person remaining shall be the arbitrator.

The arbitrator's fees shall be shared equally by the parties. Fees paid to arbitrators shall be based on the schedule established by the Bureau of Mediation.

The arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties to this Agreement and the grievant.

## Section 9.

All time limits set forth in this Article may be extended by mutual agreement.

Section 10.

The County shall not suspend, discharge, or take any disciplinary action against an employee without just and reasonable cause. In the event an employee is disciplined, suspended or discharged, the Employer shall give such employee and the steward a written notice setting forth the cause for the suspension or discharge.

Grievances arising from discipline, suspension or discharge shall, if they are to be appealed, be appealed in writing directly to the Director of Employee Relations within ten (10) workdays or notice of such action. Such grievances shall be discussed by the Director or designee, the steward and the representative of the International Union within ten (10) workdays and shall be answered by the Director in writing within ten (10) days of such discussion. In the event the grievance remains unsettled, the representative of the International Union may, by written notice to the Director, within twenty (20) workdays or receipt of the Commissioner's decision, appeal the matter to arbitration as set forth in Section 8 of this Article.

ARTICLE VII

Seniority

Section 1. Seniority Defined

Seniority is defined herein as the length of continuous service an employee has with the County as an employee in the bargaining unit defined in Article II, Section 1, except that the respective seniority dates of employees who were in the bargaining unit on September 27, 1993 are defined in Appendix A – Seniority Supplement. There shall be a separate seniority list for full-time and part-time employees and a separate list for employees under the District Attorney and of the Public Defender, provided that if an employee moves from one Office to the other



under this Agreement, his seniority and wage rate shall be recognized in accordance with the salary scale set forth in Article VII. Seniority shall accumulate during absences due to illness, layoff or leave of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

## Section 2. Break in Seniority

Seniority shall terminate under the following circumstances:

1. An employee quits or resigns;
2. An employee is discharged; and/or
3. An employee is off for any reason. (Non-Layoff) and cannot return to work after an absence of twenty four (24) months, all service and seniority terminate.
4. An employee retires.

## Section 3. Layoff and Recall

Employees shall be laid off and recalled from layoff in seniority order from each of the four seniority lists attached hereto. Full-time employees in each office may exercise their seniority to bump less senior part-time employees, but not the reverse. Employees from one office may not bump employees of the other office.

## Section 4.

In the event of a vacancy in a full-time position which the Employer intends to fill, such vacancy shall be filled by permitting the part-time employee in the office with the greatest continuous service in such office to advance to such position provided such employee is qualified and capable of performing the duties of the position. The determination of the qualifications or capability of any employee shall, in the first instance, rest with the County subject however, to the grievance procedure.

#### Section 5. Vacation Calculation

For the purposes of computing vacation entitlement, each employee shall be permitted to count all years of continuous service with the County.

#### Section 6. Probationary Employees

All new employees shall be considered probationary employees for a period of ninety (90) working days from the beginning of their employment, during which time they shall have no benefits (medical, life, dental, eye or Sickness and Accident and Package Days) and shall be bound by all of the other provisions of this Agreement. A probationary employee may be summarily dismissed within said ninety (90) working day period at the sole discretion of the Employer. If such employee is retained beyond this ninety (90) day probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date he began work, and all of his rights and benefits under this Agreement shall accrue from the beginning of his employment.

#### Section 7. Union Membership Records

The Employer agrees, upon request, to supply the Union with a list containing the names and addresses of all employees covered by this Agreement including their length of service with the County.

### ARTICLE VIII

#### Rates of Pay

##### Section 1. Salary Rate Changes

The parties agree to the salary scale set forth in Appendix B of this Agreement, effective as of January 1 of each year, which was established in the following manner:

**2005** – a 4% increase on gross pay, calculated by taking the sum of each employees' 2004 salary and any longevity bonus as described in Article XVI, Section 9 of the prior Agreement, multiplied by 1.04. The First Deputy Public Defender shall receive a \$2000 increase to his 2004 salary, and the 4% increase will be calculated from this figure.

The salary for newly hired Full-time employees will be \$38,100 annually.

The salary for newly hired Part-time employees will be \$19,021 annually.

Longevity bonus will no longer be paid to any employee in this bargaining unit, and Article XVI, Section 9 shall be eliminated from the Agreement.

**2006** – a 3% increase over each employees' 2005 salary, calculated by taking the 2005 salary (as derived from the formula set forth above) multiplied by 1.03.

The salary for newly hired Full-time employees will be \$39,243 annually.

The salary for newly hired Part-time employees will be \$19,592 annually.

**2007** – implementation of a seniority-based salary scale as follows:

Seniority bands are established for the following ranges: 0-5 years; 6-10 years; 11-15 years; 15-20 years; and 20+ years. The salary rate for each band is based on the highest rate paid to the employee in that band in 2006. For calendar year 2007, each employee in each salary band shall receive the 2006 rate of the highest paid employee in that band (some employees already at the highest rate in 2006 will receive no increase in 2007).

Movement from one band to the next shall occur on January 1 of the calendar year in which the relevant anniversary date of employment occurs. For example, if an employee reaches his 11<sup>th</sup> anniversary of employment on June 1, he shall be paid the salary for the 11-15 band commencing on the preceding January 1.

**2008** – a 4% increase to the seniority-based salaries implemented in 2007, calculated by taking the 2007 salary scale and multiplying it by 1.04. If the current Chief Deputy District Attorney still occupies that position, he shall receive a \$2000 increase to his 2007 salary in lieu of the 4% increase. If the current Second Deputy District Attorney still occupies that position, he shall receive a \$500 increase to his salary in lieu of the 4% increase.

To assist the parties with the negotiation and implementation of the Salary Scale described above, they have prepared spreadsheets during the course of negotiations setting forth the projected salaries of all current employees and their movement on the scale. The spreadsheet is attached as part of Appendix B. The parties agree that in the event of a conflict between the description of the salary scale set forth above and the projections appearing on the spreadsheet, the salaries set forth on the spreadsheet shall be determinative.

## Section 2. Salary Addition for First and Second Deputies

Employees selected to the position of First Deputy shall receive a one-time addition to their salary of \$2000 if Full-time and \$1000 if Part-time. Said addition shall be payable upon selection to the position and shall be incorporated into the base salary for purposes of calculating annual percentage increases.

Employees selected to the position of Second Deputy shall receive a one-time addition to their salary of \$1000 if Full-time and \$500 if Part-time. Said addition shall be payable upon selection to the position and shall be incorporated into the base salary for purposes of calculating annual percentage increases.

### Section 3. Call Out Pay

Any employee who is required to be on call by Management, and who is called out to work, shall receive a stipend of one hundred dollars (\$100.00) for each such call out. Appropriate forms for record-keeping purposes will be developed and utilized by each Office.

## ARTICLE IX

### Holidays

#### Section 1. Recognized Holidays

The following days shall be recognized as holidays for all employees:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Good Friday  
Memorial Day  
Flag Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
General Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas  
Calendar Day after Christmas  
(or such workday as the parties may agree)

#### Section 2. Holiday Credits

The salary of each employee includes pay for the holidays recognized by this Article.

Any employee on sick leave or vacation, who would otherwise be entitled to a paid holiday, shall not have the holiday charged against his sick leave or vacation.

### Section 3. Holiday Determination

The holidays shall be observed on the actual date set for the holiday by the Court.

## ARTICLE X

### Vacation

[DELETED]

## ARTICLE XI

### Package Days

#### Section 1.

Vacations, sick days and personal days shall be combined into a package of days off with pay each calendar year.

#### Section 2.

For full-time employees, package days will accrue on the following basis:

- (a) From the first of the month following the date of completion of the probationary period through December 31 of the calendar year of employment, an employee shall earn package days at the rate of 1.25 days per month of employment.

(b) During the calendar year beginning January 1 following the date of employment, and during each calendar year or part thereof thereafter until an employee reaches the fourth (4<sup>th</sup>) anniversary of employment, an employee will earn package days at the rate of 1.666 days per month of employment to a maximum of 20 package days earnable in a calendar year.

(c) From the first of the month following the date on which an employee attains the fourth (4<sup>th</sup>) anniversary of employment the rate at which package days are earned shall increase to 2.083 days per month of service to a maximum of 25 package days earnable in a calendar year.

(d) From the first of the month following the date on which an employee attains the eighth (8<sup>th</sup>) anniversary of employment, the rate at which package days are earned shall increase to 2.50 days per month of service to a maximum of 30 package days earnable in a calendar year.

(e) From the first of the month following the date on which an employee attains the tenth (10<sup>th</sup>) anniversary of employment, the rate at which package days are earned shall increase to 2.666 days per month of service to a maximum of 32 package days earnable in a calendar year.

(f) From the first of the month following the date on which an employee attains the twelfth (12<sup>th</sup>) anniversary of employment, the rate at which package days are earned shall increase to 2.833 days per month of service to a maximum of 34 package days earnable in a calendar year.

(g) From the first of the month following the date on which an employee attains the fifteenth (15<sup>th</sup>) anniversary of employment, the rate at which package days are earned shall increase to 2.916 days per month of service to a maximum of 35 package days earnable in a calendar year.

### Section 3.

Part time employees shall accrue package days at the rate of 0.75 days per month of service to a maximum of nine (9) package days earnable in a calendar year.

### Section 4.

Package days not used for sick days may be requested as vacation days or personal days at any time, subject to approval of Management based on the staffing needs of the Office.

(a) Requests for package days of three (3) or more consecutive days (vacation) shall be made on or after March 1 on vacation preference forms supplied by the County. Vacations shall be granted at the time requested by the employee, subject to Management's responsibility to maintain efficient staffing levels. If the nature of the operation makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the County shall be given the choice of vacation period in the event of any conflict, provided the vacation preference form is returned no later than April 1. In the event the vacation preference forms are not returned in timely fashion, then seniority preference shall not govern and the employees shall be assigned other weeks of vacation.



(b) Requests for package days of fewer than three (3) days shall be submitted in writing to the appropriate Management representative at least one (1) week in advance of the requested date, or such shorter period of time as the parties may agree. Approval of such package day requests shall be granted insofar as is reasonably possible subject to the operational needs of the Office. In the event two or more employees request the same package days, seniority shall determine which employee will be permitted to take the day.

#### Section 5.

(a) Settlement with each employee will be made as of the end of each calendar year for the unused part of package days based on the straight-time hourly rate of pay, up to a maximum of ten (10) days. Settlement of the unused portion of package days will be calculated and paid by February 1 of the following year.

(b) As an alternative to the settlement for unused package days, an employee may elect to carry forward all or a portion of unused package days from one year to the next, with a maximum carry forward of fifteen (15) days from one year to the next in any one year and a maximum accumulation of total days carried forward at any one time of forty-five (45) unused days. Unused package days carried forward, rather than settled as described above, may be used only for absence due to bona fide injury or illness and shall not be used for purposes of additional vacations or personal days. Package days so carried forward but unused at the time of termination or retirement will be paid for at the time of termination or retirement at the rate of \$67.00 per day.

(c) Employees voluntarily leaving employment with the County must give two (2) weeks' notice and work the notice period, or else forfeit an equal number of package days. No

package days may be taken during the two week notice period without prior agreement of Management.

#### Section 6.

All sick leave accumulated under prior agreements relating to sick leave shall be preserved in accordance with the terms of the prior agreements. These days will be utilized first in the event an employee calls off sick.

#### Section 7.

Use of sick days accumulated under prior agreements, or package days as established by this Agreement, is mandatory for employees on leave pursuant to the Family and Medical Leave Act (FMLA) and sickness leave pursuant to Article XI, Section 3, with the exception that the employee may elect to retain twenty (20) sick days in his bank.

#### Section 8.

Package days shall not accumulate while an employee is on any form of extended leave described in Article XI.

#### Section 9.

Transition from the former method of calculating days of paid time off to this Package Day method shall be accomplished in the following manner: The initial allotment of Package Days earned by employees for calendar year 2005 is based on time worked in 2004. For calendar year 2006 and all subsequent years, Package Days will be considered earned on a monthly basis in accordance with the accrual rates set forth above. Each employee will be credited at the beginning of the year with his entire allotment of Package Days for the year, which may be used as set forth above, provided, however, that if the employee ceases

employment having used unearned package days the employee shall reimburse the County for the unearned time.

#### Section 10 Military Leave

Any employee entering military service shall have reemployment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act, as amended, and any applicable State statutes pertaining to such military service.

#### Section 11. Parental Leave

Effective January 1, 2005 employees may use up to Four (4) weeks of accrued sick/Package Days leave for the birth of a child or adoption in accordance with the County's FMLA Policy, attached as Appendix D to this Agreement. This leave is considered to be FMLA leave. Parental leaves shall be granted at the request of an employee in accordance with the requirements of the FMLA. Any disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and/or related sickness shall be treated as such under any and all terms and conditions of this Agreement including, but not limited to, insurance programs.

Any and all written and/or unwritten employment policies and practices, including matters such as the commencement and duration of leave and the availability of any extensions thereof, the accrual of seniority, reinstatement, payment under any medical or disability insurance or sick leave plan and any other benefits and/or privileges under this contract, shall be applied to disabilities caused or contributed to by pregnancy, miscarriages, abortion, childbirth, and/or recovery from any of the aforesaid in the manner, without discrimination, as applied to all other sicknesses and disabilities.

## Section 12     Sickness Leave

The County agrees to grant a leave of absence, without loss of seniority rights and without pay, to employees who are unable to work due to such employee's own non-occupational sickness or accident

The leave may extend up to a maximum of one (1) year, and may be for any shorter period which is mutually agreeable by the parties.

Employees who request and receive such a leave of absence due to non-occupational sickness or accident will have the benefits provided under the County's hospitalization-surgical program, and the County's dental & vision program, for a period of six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program.

## Section 13     FMLA

Employee leave under the Family Medical Leave Act shall be granted in accordance with the County's FMLA Policy, attached hereto as Appendix D.

## Section 14     Employee Examinations

If in the judgment of the County, an employee does not appear able physically to perform the duties of his occupation, the County may have the employee examined to determine if the employee is able to continue in his occupation. The cost of the examination shall be borne by the County.

## Section 15 Jury Service

An employee who is called for jury service or subpoenaed as a witness shall be excused from work and shall be compensated by the employer, in the amount of money necessary to equal the difference between the employee's regular pay and the compensation received for jury service. Service as used herein includes required reporting for jury or witness duty when summoned, whether or not he is used. The employee will present proof that he did serve as a juror or was subpoenaed and reported as a witness.

If such instances occur within a payroll period which includes a holiday, no deductions from the employee's salary shall be made because of the holiday.

## Section 16 Bereavement Leave

In case of death in the immediate family, three (3) days with pay will be granted to full-time employees. Included in the three days is the day of the funeral. Immediate family is defined as husband, wife, children, parents, brother, sister, grandmother, grandfather, foster parents, parent-in-law, brother-in-law, and sister-in-law. Near relative is defined as a person related by blood to the employee.

In the event of death of other near relatives or persons living in the employee's household, one (1) day off with pay will be granted to employees for the purpose of attending the funeral if it is scheduled during the employee's regular scheduled work day.

Additional time may be granted to employees in the event travel is required in order to attend the funeral of those mentioned above, upon application by the employee to the Personnel Department.

## ARTICLE XII

### Insurance Benefits

#### Section 1. Hospitalization Plan

Effective August 1, 2005, or as soon as administratively practicable thereafter, the County shall provide Hospitalization benefits through the "home host" model as generally outlined in Appendix C of this Agreement. In general terms, the "home host" model requires employees to utilize hospital services provided by the Tier 1 Hospitals, otherwise individual deductibles and coinsurance amounts are higher. Appendix C is only a general outline of the program. Exact terms of the program are set forth in agreements between the County of Beaver and various health care network providers and shall determine the actual extent of coverage.

#### Section 2. Physician Services

Effective August 1, 2005, or as soon as administratively practicable thereafter, the County shall provide Physician Service benefits through Intergroup/Health Coalition Partners.

#### Section 3. Vision Care

The County shall provide Vision Benefits as outlined in the summary included in Appendix C.

#### Section 4. Dental Care

The County shall provide Dental Benefits as outlined in the summary included in Appendix C.

#### Section 5. Employee Benefit Coverage Contribution

Effective January 1, 2005, and for the duration of this Agreement, each employee covered by the County's Benefit Program for Hospitalization and Physician services shall

contribute toward the cost of providing the benefit an amount calculated in the following manner:

2005 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2004, which amount shall be pro-rated and deducted from each employee's biweekly pay check in 2005 on a pretax basis.

2006 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2005, which amount shall be pro-rated and deducted from each employee's biweekly pay check in 2006 on a pretax basis.

2007 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2006, which amount shall be pro-rated and deducted from each employee's base salary for 2007 on a pretax basis.

2008 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2007, which amount shall be pro-rated and deducted from each employee's base salary for 2008 on a pretax basis.

(Example: If employee moves from part-time to full-time during 2004, his contribution for 2005 will be based on his base salary as a full-time employee, since that is his base salary at the end of 2004).

#### Section 6. Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from H.S.I. or other mail order provider selected by the County. Maintenance

drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three-tiered formulary as determined by the County's Pharmacy Benefit Manager and will be subject to the following co-pays:

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	\$5	\$10
Preferred Brand	\$10	\$10
Non-preferred Brand	\$25	\$40

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

#### Section 7. Life Insurance

A. The County shall provide group term life insurance for regular employees at the face amount of Thirty thousand dollars (\$30,000.00).

B. The County shall provide, upon retirement, a Two thousand five hundred dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two thousand seven hundred fifty dollars (\$2,750.00).

#### Section 8. Sickness and Accident Insurance



A. The County shall provide full-time employees with sickness and accident benefits at the lesser of Sixty six per cent (66%) of gross pay or Three hundred dollars (\$300.00) per week. Benefits shall be for twenty six (26) weeks. Employees on FMLA will use sick and/or package day balance down to twenty (20) days.

B. Employees shall be permitted to receive the benefits of this Section beginning on the twenty first (21<sup>st</sup>) day of absence due to an accident or illness.

C. Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

#### Section 9.

The County may at any time during the term of this Agreement provide the benefits agreed to herein with any other network and/or provider, provided that the employees receive no reduction in benefit or network coverage.

### ARTICLE XIII

#### Union Activities

##### Section 1. Negotiating Committee

The Employer shall provide four (4) employees, designated by the Union, with paid time off to attend negotiating sessions involving the Employer and the Union. Such time off shall be subject to the approval of the District Attorney and/or the Chief Public Defender.

##### Section 2. Union Stewards

For the purpose of processing grievances for employees covered by this Agreement, the Union shall designate two (2) union stewards from the Public Defender's office and two (2) from the District Attorney's office. Such stewards shall be granted reasonable time without loss of pay to investigate and process grievances including necessary meetings with the Employer for this purpose. Such time off shall be subject to the approval of the District Attorney and/or the Chief Public Defender.

### Section 3. Notice to Employer

The Union shall inform the Employer in writing of the names of the negotiating committee member and stewards and others who are authorized to act as such representatives.

### Section 4. Union Access

Representatives of the Union shall be granted access to the Employer's facilities during working hours for the purpose of investigating, adjusting and discussing grievances, complaints, disputes and other matters pertaining to this Agreement.

### Section 5. Union Related Functions

Employees will be afforded reasonable time off without pay to attend union conferences, seminars and other union related functions.

### Section 6. Contract Distribution

The Employer agrees to distribute copies of the contract to all new employees, and inform them of the Union's designation as the exclusive bargaining agent.

Section 7. Use of Facilities

The Union shall be permitted the use of courtroom facilities for union meetings with the approval of the Court Administrator.

ARTICLE XIV

Safety and Health

Section 1. Objectives and Obligations of the Parties

The Employer and the Union will cooperate in the objective of eliminating accidents and health hazards. The Employer shall make reasonable provision for the safety and health of its employees during the hours of their employment. The Employer, the Union and the employees recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health matters.

Proper heating, lighting and ventilating systems shall be installed where needed and maintained in good working condition.

The Employer shall provide adequate first aid for all employees during their working hours.

Section 2. Alcoholism – Drugs

Without detracting from existing rights and obligations of the parties recognized in the other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with the illness of alcoholism or drug problems to undergo a coordinated program directed to the objective of their rehabilitation.

## ARTICLE XV

### Education

Employees shall be allowed time off, without loss of pay, to attend seminars involving criminal law, when authorized to attend by the District Attorney and/or Chief Public Defender. In addition thereto, all registration fees, travel and lodging expenses shall be paid for pursuant to the Employee's current policies and procedures.

## ARTICLE XVI

### Miscellaneous Provisions

#### Section 1. Bargaining Unit Update

The Employer agrees to provide the Union with a notice within thirty (30) days of all resignations, retirements and all new appointments including their addresses.

#### Section 2. Pension Meetings

The Union shall notify the Employer of the employee selected to attend meetings, without loss of pay, concerning the pension system and to receive reports concerning same.

#### Section 3. No Strike/No Lockout

It is understood that there shall be no strike, as the term is defined under the Public Employee Relations Act, during the life of this Agreement.

The Employer shall not engage in any lockout during the life of this Agreement.

Section 4. Mileage Allowance

An employee who is required by the County to use his personal vehicle shall be paid the maximum per mile rate which the Internal Revenue Service allows for such mileage.

Section 5. Termination or Layoff Notice

The Union and all employees affected shall receive thirty (30) days calendar notice of termination or layoff. If such notice is not provided, the employee shall receive four (4) weeks pay in lieu of the notice.

Section 6. Hours of Work

The present practices pertaining to daily and weekly hours of work shall continue in effect for all employees.

Section 7. [FORMERLY SECTION 8]

Part-time employees shall receive Package Days and benefit coverage as set forth in this Agreement.

Section 8.

For the duration of this Agreement, the parties agree that the complement of employees employed in the bargaining unit shall be at least 25 employees, consisting of eight (8) full-time assistant district attorneys; five (5) part-time assistant district attorneys; four (4) full-time assistant public defenders; and eight (8) part-time assistant public defenders. Vacancies

occurring in these positions shall be filled as soon as is practicable. Any position that is established as a grant-funded position shall not be subject to this provision.

## ARTICLE XVII

### Personnel Records

#### Section 1. Personnel File Access

Employees within the bargaining unit will have the right, upon request, to review the contents of their personnel file. The employee shall have the right to submit a statement concerning any material in his file. Such statement shall become part of his personnel file.

#### Section 2. Personnel File Maintenance

No material shall be placed in the personnel file without notification to the employee or without an opportunity for him to read the material. The employee may acknowledge that he has read such material by affixing his signature on the material to be filed. Such signature merely acknowledges that he has read the material and does not indicate agreement with its contents. The reading and acknowledgement of such material shall take place in the presence of the Employee Relations Director or his designee. The employee shall have the right to answer any material, so filed, and his answer will become a part of his personnel file.

## ARTICLE XVIII

### Separability and Savings Clause

#### Section 1. Separability Clause

If any article of this Agreement should be held invalid by operation of law or by any governmental agency or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. Savings Clause

In the event that any article or section is held invalid or enforcement of, or in compliance with, which has been restricted as above set forth, the parties shall meet for the purpose of arriving at a mutually satisfactory replacement. Should the parties be unable to agree on such replacement, the dispute shall be resolved, beginning at Step 3 of the grievance and arbitration procedure.

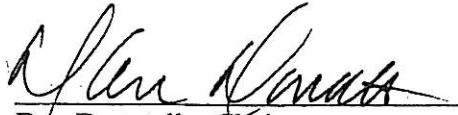
ARTICLE XIX

Duration and Termination

The term of this Agreement shall be from January 1, 2005 through December 31, 2008, and shall continue thereafter unless either party notifies the other of its desire to change the Agreement in accordance with Act 195 of 1970.

IN WITNESS WHEREOF, the parties intending to be bound hereby, have set their hands and seals this 26th day of January, 2006.

FOR THE COUNTY:



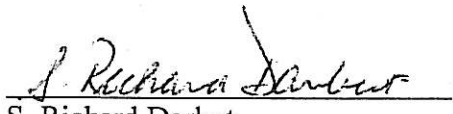
Dan Donatella, Chairman  
County Commissioner



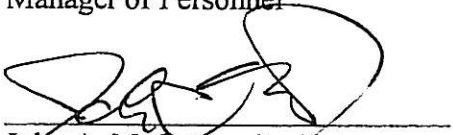
Charles Camp  
Commissioner



Joseph Spanik  
Commissioner



S. Richard Darbut  
Manager of Personnel



John A. McCreary, Jr., Esq.  
Special Labor Counsel



Myron Sainovich  
County Solicitor

WITNESS AND ATTEST



Tracey Patton  
Chief Clerk

FOR THE UNION:

\_\_\_\_\_  
International President

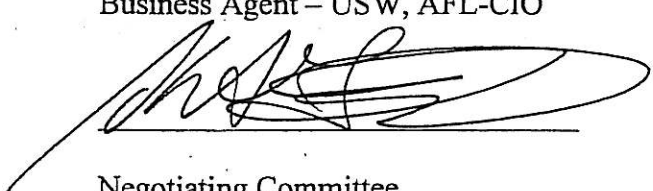
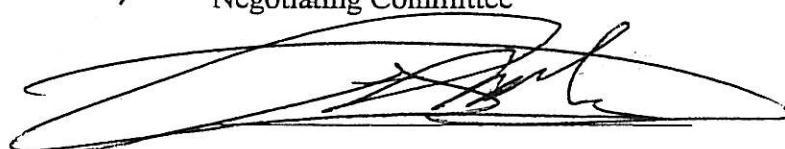
\_\_\_\_\_  
International Secretary/Treasurer

\_\_\_\_\_  
International Vice President

\_\_\_\_\_  
International Vice President

\_\_\_\_\_  
Director, District 10

\_\_\_\_\_  
William C. Biblis  
Business Agent - USW, AFL-CIO

  
Negotiating Committee  
Negotiating Committee

\_\_\_\_\_  
Negotiating Committee



APPENDIX A

Full Time Public Defenders

	<u>Name</u>	<u>Date of Hire</u>
1.	Phillis, Thomas	7/3/89
2.	Martocci, Frank	6/8/92
3.	Fuchel, Thomas	8/3/92
4.	Goodwald, Dirk	8/19/96

Part Time Public Defenders

1.	Small, Jeffrey	9/02/03
2.	Hladio, Andrew	6/29/90
3.	Ross, John	3/13/00
4.	Braslawscce, William	3/6/95
5.	Patterson, George	3/05/01
6.	Winter, Kurt	10/14/02
7.	Rojas, Ron	7/28/03
8.	Valsamidis, Steve	10/13/04

Full Time Assistant District Attorneys

1.	Berosh, Tony	8/5/74
2.	Paladina, Jeff	12/01/98
3.	Aziz, Ahmed	4/26/84
4.	Clay, John	4/26/85
5.	Telsa, Kim	8/14/90
6.	Burke, Brian	5/18/92
7.	Schiavoni, Jennifer	8/05/02
8.	Siget, Mike	8/19/02
9.	Manifesto, Beth	3/15/04

Part Time Assistant District Attorneys

1.	Nalli, Mike	8/21/00
2.	Brown, John	5/07/77
3.	Francalancia, Nick	11/18/97
4.	Urick, Rich	11/01/82
5.	DiGiorno, Ron	1/06/93

# APPENDIX "B"

Medical Coverage	Name	Status	Seniority Date	Current Salary +		2005	2006	2007	2008
				Longevity					
Family	Berach - Chief Deputy	FT-DA	8/6/1974	\$ 65,400	\$ 66,051	\$68,350	\$68,350	\$68,350	\$68,350
EndDep	DIGLIONE - 2nd Deputy	PT-DA	1/8/1993	\$ 32,554	\$ 33,856	\$34,872	\$34,872	\$34,872	\$34,872
Family	Marlwood - 1st Deputy	FT-PD	6/6/1992	\$ 46,030	\$ 46,951	\$51,450	\$52,838	\$54,953	\$54,953
FT									
20+ Years									
Here									
\$ 62,000									
15 - 20 Years									
Family	Hane	FT-DA	2/1/1976	\$ 54,472	\$ 56,051	\$58,350	\$58,350	\$58,350	\$58,350
EndDep	Aziz	FT-DA	4/28/1984	\$ 53,278	\$ 55,410	\$57,072	\$58,350	\$58,350	\$58,350
Single	Phillips	FT-PD	7/2/1989	\$ 50,314	\$ 52,327	\$53,886	\$53,886	\$53,886	\$53,886
Tosia									
11-15 Years									
Family	Tosia	FT-DA	8/4/1990	\$ 48,480	\$ 50,398	\$51,910			
Fuchel									
Family	Fuchel	FT-PD	10/1/1993	\$ 38,794	\$ 40,283	\$41,482	\$41,482	\$41,482	\$41,482
EndSpouse	Dudash	FT-DA	11/13/1993	\$ 44,857		\$50,838	\$52,873	\$52,873	\$52,873
Goodvaid									
8-10 Years									
Single	Goodvaid	FT-DA	8/18/1988	\$ 38,484	\$ 40,023	\$41,224	\$42,500	\$44,200	\$44,200
EndSpouse	Paladina	FT-DA	12/1/1988	\$ 38,484	\$ 40,023	\$41,224	\$42,500	\$44,200	\$44,200
0-5 Years									
EndSpouse	Popovich	FT-PD	8/5/2002	\$ 38,835	\$ 39,100	\$39,243	\$40,813	\$42,448	\$42,448
Single	Mantlesio (rep. Clay)	FT-DA	3/15/2004	\$ 38,835	\$ 39,100	\$39,243	\$40,813	\$42,448	\$42,448
New (rep. Dudash)									
PT									
Single	Hladie	PT-PD	8/28/1990	\$23,087	\$ 24,010	\$24,731	\$24,731	\$24,731	\$24,731
Family	Braslawski	PT-PD	3/6/1985	\$20,517	\$ 21,338	\$21,978	\$22,000	\$22,880	\$22,880
EndSpouse	Ross	PT-PD	3/13/2000	\$18,213	\$ 19,982	\$20,581	\$21,000	\$21,840	\$21,840
Family	Patterson	PT-PD	3/6/2001	\$18,838	\$ 18,562	\$20,179	\$21,000	\$21,840	\$21,840
Single	Winter	PT-PD	10/4/2002	\$18,280	\$ 18,022	\$19,582	\$21,000	\$21,840	\$21,840
Single	Roles	PT-PD	7/28/2003	\$18,289	\$ 18,021	\$19,591	\$21,000	\$21,840	\$21,840
Family	Small	PT-PD	8/2/2003	\$18,289	\$ 18,021	\$19,591	\$21,000	\$21,840	\$21,840
Vasaniidie									
EndSpouse	Brown	PT-DA	8/7/1977	\$33,302	\$34,634	\$35,673	\$35,673	\$35,673	\$35,673
Single	Nail	PT-DA	8/2/2000	\$18,213	\$19,982	\$20,581	\$21,000	\$21,840	\$21,840
None	McMillen	PT-DA	8/13/2003	\$18,289	\$19,021	\$19,591	\$21,000	\$21,840	\$21,840
Family	Francalanda	PT-DA		\$18,289	\$19,021	\$19,591	\$21,000	\$21,840	\$21,840

Medical Contribution  
Agreed on 1% of previous year's base

1% \$6,280.43 \$6,548.02 \$6,805 \$6,302.60

3.24%

Average Increase  
3.88%

Cumulative Savings  
\$28,658.64

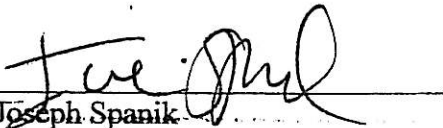
FOR THE COUNTY:



Dan Donatella, Chairman  
County Commissioner



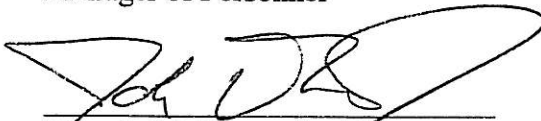
Charles Camp  
Commissioner



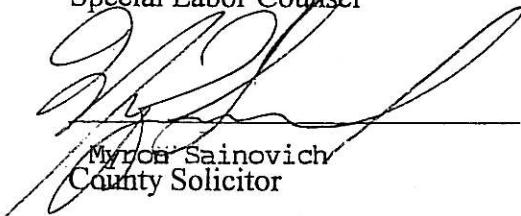
Joseph Spanik  
Commissioner



S. Richard Darbut  
Manager of Personnel

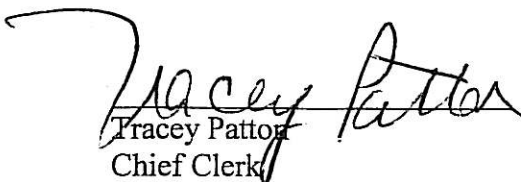


John A. McCreary, Jr., Esq.  
Special Labor Counsel



Myron Sainovich  
County Solicitor

WITNESS AND ATTEST



Tracey Patton  
Chief Clerk

FOR THE UNION:

\_\_\_\_\_  
International President

\_\_\_\_\_  
International Secretary/Treasurer

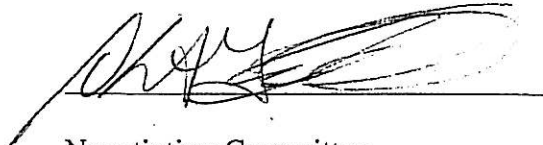
\_\_\_\_\_  
International Vice President

\_\_\_\_\_  
International Vice President

\_\_\_\_\_  
Director, District 10



William C. Biblis  
Staff Representative, USW AFL-CIO



Negotiating Committee



Negotiating Committee

\_\_\_\_\_  
Negotiating Committee

APPENDIX C

**Memorandum of Agreement**  
**County of Beaver and United Steelworkers of America**  
**Professional Employees of the District Attorney's Office and Public Defender's Office**  
**Benefits Revision September 22, 2005**  
**Revised September 28, 2005 (final)**

Subject to ratification by the membership and approval by the Board of Commissioners, the parties agree to amend the provisions of their existing labor Agreement pertaining to medical and prescription drug benefits, in accordance with the following agreements reached during collective bargaining:

1. Article XII shall be deleted and new language added as follows:

Article XII

Insurance Benefits

Section 1. Hospitalization Plan

Effective November 1, 2005, or as soon as administratively practicable thereafter, the County shall provide Hospitalization benefits through the "home host" model as generally outlined in Appendix C of this Agreement. In general terms, the "home host" model requires employees to utilize hospital services provided by the Tier 1 Hospitals, otherwise individual deductibles and coinsurance amounts are higher. Appendix C is only a general outline of the program. Exact terms of the program are set forth in agreements between the County of Beaver and various health care network providers and shall determine the actual extent of coverage.

Section 2. Physician Services

Effective November 1, or as soon as administratively practicable thereafter, the County shall provide Physician Service benefits through the Intergroup/ Health Coalition Partners network.

Section 3. Vision Care

The County shall provide Vision Benefits as outlined in the summary included in Appendix C.

Section 4. Dental Care

The County shall provide Dental Benefits as outlined in the summary included in Appendix C.

Section 5. Employee Benefit Coverage Contribution

Effective January 1, 2005, and for the duration of this Agreement, each employee covered by the County's Benefit Program for Hospitalization and Physician services shall contribute toward the cost of providing the benefit an amount calculated in the following manner:

2005 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2004, which amount shall be pro-rated and deducted from each employee's biweekly pay check in 2005 on a pretax basis.

2006 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2005, which amount shall be pro-rated and deducted from each employee's biweekly pay check in 2006 on a pretax basis.

2007 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2006, which amount shall be pro-rated and deducted from each employee's base salary for 2007 on a pretax basis.

2008 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2007, which amount shall be pro-rated and deducted from each employee's base salary for 2008 on a pretax basis.

(Example: If employee moves from part-time to full-time during 2004, his contribution for 2005 will be based on his base salary as a full-time employee, since that is his base salary at the end of 2004).

#### Section 6. Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from Express Med or other mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three-tiered formulary as determined by the County's Pharmacy Benefit Manager and will be subject to the following co-pays:

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	\$5	\$10
Preferred Brand	\$10	\$10
Non-preferred Brand	\$25	\$40

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

#### Section 7. Life Insurance

A. The County shall provide group term life insurance for regular employees at the face amount of Thirty thousand dollars (\$30,000.00).

B. The County shall provide, upon retirement, a Two thousand five hundred dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two thousand seven hundred fifty dollars (\$2,750.00).

#### Section 8. Sickness and Accident Insurance

A. The County shall provide full-time employees with sickness and accident benefits at the lesser of Sixty six per cent (66%) of gross pay or Three hundred dollars (\$300.00) per week. Benefits shall be for twenty six (26) weeks. Employees on FMLA will use sick and/or package day balance down to twenty (20) days.

B. Employees shall be permitted to receive the benefits of this Section beginning on the twenty first (21<sup>st</sup>) day of absence due to an accident or illness.

C. Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

Section 9. The County may at any time during the term of this Agreement provide the benefits agreed to herein with any other network and/or provider, provided that the employees receive no reduction in benefit or network coverage.

#### Section 10 Physician Co Pays

Adult Routine Physical \$10 co pay per visit

Pediatric

Routine Physical \$10 co pay per visit

Pediatric Immunization 100%

Well baby visits 100% after \$10 co pay per visit

Physician

Physician Office Visit 100% after \$10 co pay per visit

Specialist Office Visit 100% after \$25 co pay

Medical Surgical

(In patient medical, &

Surgical care, outpatient surgeon's fee, anesthesia) 100%

Women's Care

Routine gynecological exam 100%, \$10 co pay for routine GYN visit

(Pap test, mammogram, diagnostic tests only  
and surgical services)

Emergency Department 100% after \$25 co pay, waived if admitted

Diagnostic Imaging

Advanced Imaging 100%

Other imaging (i.e. sonogram) 100%

Lab and other diagnostic 100%

Rehab Services

Physical, speech, and occupational 100% after \$25 co pay

## Other Services

Skilled Nursing facility 100%

Home health care 100%

Hospice Care 100%

Therapeutic manipulation: 100% after \$10 per visit co pay limit to 25 visits per year

Podiatric care: 100% after \$10 co pay

Allergy testing and serum 100%

Durable medical equipment and corrective appliances 100%

## Mental Health

Inpatient 100%

Outpatient 100% after \$10 co pay per visit

## Chemical dependency

Inpatient detoxification 100% 7 day admission limit, lifetime of 4 admissions

Inpatient rehabilitation 100%, 30 day annual limit, lifetime maximum of 90 days

Outpatient rehabilitation 100% 60 visit annual limit, lifetime maximum of 120 visits

### Tier 1 Facilities

The Medical Center – Beaver  
Sewickley Valley Hospital  
Aliquippa Community Hospital  
Ellwood City Hospital  
Children's Hospital  
Jameson Memorial Hospital  
Hillman Cancer Center  
West Penn/ Allegheny Hospital  
Magee Women's Hospital

### Tier 2 Facilities (UPMC)

Presbyterian University Hospital  
St. Margaret  
Southside  
Shadyside  
Passavant  
Montifiore  
McKeesport  
Lee  
Braddock  
Bedford

Tier 1 Hospitals do not require a referral from your physician. Tier 2 Hospitals are subject to the deductibles and other coverage limitations set forth on the benefit grid if an individual self-refers to the Tier 2 Hospital. If an individual is referred to a Tier 2 Hospital by a Tier 1 facility, Tier 1 coverage will apply.

Emergency services are covered at any hospital, as set forth on the benefit grid.

Dental coverage is currently provided by United Concordia. The County retains the right to provide substantially similar coverage through another provider. The Group number for the current coverage is 43285-01.

Eye coverage is currently provided by Optichoice. The County retains the right to provide substantially similar coverage through another provider. The Group number for the current coverage is : 43285-01



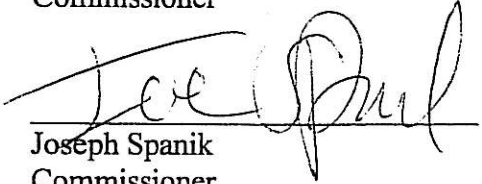
FOR THE COUNTY:



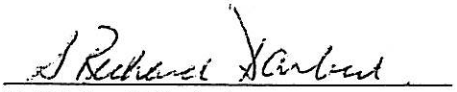
Dan Donatella, Chairman  
County Commissioner



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S. Richard Darbut  
Manager of Personnel

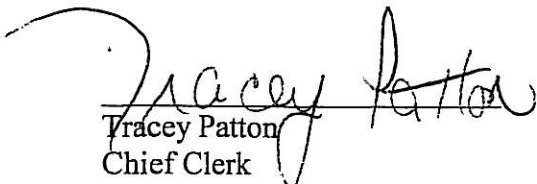


John A. McCreary, Jr., Esq.  
Special Labor Counsel



Myron Sainovich  
County Solicitor

WITNESS AND ATTEST



Tracey Patton  
Chief Clerk

FOR THE UNION:

\_\_\_\_\_  
International President

\_\_\_\_\_  
International Secretary/Treasurer

\_\_\_\_\_  
International Vice President

\_\_\_\_\_  
International Vice President

\_\_\_\_\_  
Director, District 10

\_\_\_\_\_  
William C. Biblis  
Business Agent – USW, AFL-CIO



Negotiating Committee



Negotiating Committee

\_\_\_\_\_  
Negotiating Committee

APPENDIX D

BEAVER COUNTY ABSENCE CONTROL PROGRAM

**Policy:** Beaver County shall have an established Absence Control Program to control employee absence and tardiness. Employees whose absences are unscheduled, and/or who are consistently late for work, and/or who are absent excessively are failing to meet their obligations as employees, are inconveniencing their fellow employees and are interfering with the efficient provision of government services to the public. The County recognizes the fact that employees will have **occasional** absences due to illness. Employees must recognize the importance of reporting for work as scheduled. This Program is intended to address employees who take unscheduled absences and/or who are consistently tardy. Such employees will be subject to discipline as set forth below.

I. Responsibility to Report Off

A. All employees shall report off to his/her Supervisor at least two (2) hours prior to the start time of the shift they are scheduled to work, unless circumstances (e.g., severe illness, incapacity, etc.) prevent them from so doing.

B. The employee must speak to the supervisor on duty when reporting off, unless different arrangements have been made in advance by the Office or Department management.

C. Failure to report off in the proper manner shall result in disciplinary action as set forth below.

D. Failure to report for work as scheduled, or failure to properly report off from work in accordance with the above procedure, shall be considered an "unscheduled absence" and will result in the following disciplinary action:

1. First unscheduled absence – oral warning.
2. Second unscheduled absence – written warning.
3. Third unscheduled absence – three (3) day suspension.
4. Fourth unscheduled absence – discharge.

II. General Rules for Use of Package Days as Sick Time

A. Written Verification shall be required for sick time of more than three (3) consecutive scheduled days, or when sick time is used in conjunction with scheduled package days in a manner that suggests that abuse is occurring (see below). The verification shall come from a physician or other health care provider and shall be sufficiently detailed so that the reason for the absence can be determined. Employees failing to provide verification shall not be permitted to return to work.

**The County may require the submission of additional information from the health care provider in cases of excessive absenteeism or where abuse is reasonably suspected.**

B. Frequent or excessive usage of sick time, and/or frequent tardiness, and other patterns of absenteeism, suggest abuse and will be investigated. **In those cases where a pattern of absenteeism and/or sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee. The total circumstances**

**of an employee's use of sick leave, rather than a numerical formula, shall be the basis upon which the Employer's final determination is made.**

As a matter of policy, patterned illness or tardiness shall not be tolerated, and such misconduct will result in discipline if circumstances warrant. A pattern may be demonstrated, for example, by evidence that sick days are used in conjunction with scheduled package days, or that the progressive discipline system is being abused. If it is determined that sick time is being abused in a pattern, more severe discipline than that called for in the progressive steps set forth above may be imposed.

C. Discipline imposed under this Program will be progressive (except, as noted, in the case of a pattern of abuse). Under normal circumstances, an employee who works six (6) months without an infraction will revert to the previous step in the progression. For example, if an employee who has received a written warning (Step 2) works six (6) calendar months after that warning without incurring an additional infraction, he/she will have the warning removed from the Attendance Program record. A new infraction (other than a pattern infraction) will then result in the issuance of an oral warning.

### III. General Rules for Use of Package Days as Personal Time/Unscheduled Vacation

A. Package days may be used as personal days or unscheduled vacation provided that the employee requests permission from his/her supervisor or other authorized management employee at least 24 hours in advance. Permission may be denied due to operational needs of the office or Department.

## ATTACHMENT 1

### WORKPLACE HARASSMENT POLICY

Beaver County (the "County") respects the dignity and professionalism of each of its employees, and is committed to maintaining a work environment that is free from discrimination and unlawful harassment. In furtherance of this commitment, the County absolutely prohibits unlawful workplace harassment on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (i.e., opposition to prohibited discrimination or participation in the complaint/investigatory process) or other protected status.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (i.e., opposition to prohibited discrimination or participation in the statutory complaint process) or other protected status which unreasonably interferes with an individual's job performance or otherwise creates an intimidating, hostile or offensive working environment, or which results in a tangible employment action such as hiring, firing, promotion or demotion. Harassment may include derogatory remarks, epithets, offensive jokes, the display or circulation of offensive printed or visual material or offensive physical actions.

Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitutes unlawful sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes unnecessary touching of an individual or unwelcome physical contact such as patting, pinching or brushing against another, subtle pressure or request for sexual activities, referring to or calling an individual by an endearing, demeaning or sexual term, a display in the workplace of sexually suggestive objects, pictures, cartoons or posters, graphic verbal commentaries about or leering at an individual's body, sexually degrading words used to describe an individual, sexually explicit, suggestive or offensive comments, jokes or teasing, preferential or derogatory treatment based on gender, verbal abuse of a sexual nature, physical or sexual assault, or other similar behavior.

All employees are responsible for helping to enforce the County's policy against harassment. Any individual who believes that he or she has been the victim of prohibited

harassment must immediately report such conduct to his or her supervisor so that the situation can be promptly investigated and remedied. An employee should not wait until the suspected harassment becomes severe or pervasive. An employee who is uncomfortable for any reason in bringing such matter to the attention of his or her supervisor, or who is not satisfied after bringing the matter to the attention of his or her supervisor, should report the matter to the Employee Relations Director or to the Assistant Employee Relations Director. Any supervisor who receives a complaint of harassment must immediately report the matter to one of the foregoing County officials. Any questions about this policy or suspected harassment should also be brought to any of the same persons.

The matter will be promptly, thoroughly and impartially investigated and all allegations of harassment will be kept confidential to the extent possible. The alleged harasser will not have any direct or indirect control over the investigation. Employees should be aware that the County may, under certain circumstances, use an outside source to assist in the investigation of such complaints. In any event, an investigation will include, at a minimum, interviews of the employee who complained of harassment, the alleged harasser(s), and others who could reasonably be expected to have relevant information. If the County determines that harassment occurred, it will take immediate measures to stop the harassment and ensure that it does not recur. The Union will be informed in timely fashion of accusations made against Union members.

The County absolutely will not tolerate unlawful workplace harassment. The County also will not tolerate retaliation against anyone who files a bona fide complaint of harassment or who participates in an investigation. Any employee who is determined to have violated this policy, whether hourly or salary, will be subject to disciplinary action, up to and including discharge.

Any discipline imposed on a bargaining unit employee is subject to review in accordance with the grievance and arbitration provisions of the applicable collective bargaining agreement. In all other aspects, the Union shall have no obligation for enforcement of this Workplace Harassment Policy, and shall have no authority over the County's implementation and application of the Policy.

## FAMILY AND MEDICAL LEAVE POLICY

### PURPOSE:

This Policy is intended to address situations arising under the Leave of Absence provisions of the County's labor agreements, and under the Family and Medical Leave Act (FMLA). Its purpose is to outline the conditions under which an employee and/or the County may:

- request leave;
- determine eligibility for leave; and
- designate an absence/leave as

leave under the FMLA and under the Leave of Absence provisions contained in collective bargaining agreements..

### I. FMLA LEAVE

FMLA allows eligible employees to take job-protected, unpaid leave or appropriate accrued paid leave ("FMLA leave") for up to a total of 12 work weeks in any 12-month period because of:

- the birth of an employee's child;
- the placement of a child for adoption or foster care with an employee;
- circumstances where the employee is needed to care for a child, spouse, or parent who has a serious health condition; or
- the employee's own serious health condition which make him/her unable to perform the functions of his/her job.

The County does not normally count absences due to injury or illness under the Workers' Compensation Act against an employee's FMLA or contractual leave entitlement. Absence due to compensable illness or injury will count as FMLA leave only when an employee declines an offer of a Transitional Duty assignment during the first twelve (12) weeks after a compensable injury.

### II. CONTRACTUAL LEAVE

Under the Leave of Absence provisions of the County's labor agreements, a leave of absence without pay will be granted for up to one (1) year to employees unable to work because of non-occupational sickness or accident.

Under both FMLA and Contractual Leave, eligible employees will have health benefits maintained as if they had continued to work instead of taking the leave. Health benefits shall be maintained for a maximum of six (6) months. Under the County Retirement Program, any period



of leave, up to a maximum of one year, will not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate.

Spouses who are both employed by the County are entitled to a combined total of 12 weeks of FMLA leave (rather than 12 weeks each) in any 12 month period for the birth or care of the employees' child, for the placement in adoption or foster care of a child and care after placement, or for the care of a parent with a serious health condition. Spouses are each entitled to up to one year of leave for non-occupational sickness or accident under the labor agreement.

### III. SCOPE OF POLICY

This policy applies to all FMLA leaves and Contractual leave for hourly and salaried employees, whether requested by the employee, or designated by the County.

If an employee is entitled to both FMLA leave and any other type of accrued leave, such as package days, the time periods will run concurrently and employees must use available accrued leave while on FMLA leave, except that employees using FMLA leave for reasons other than their own serious health conditions are permitted at their option to keep up to twenty (20) package days in reserve for their own personal illness. For leave to care for a child or family member, an employee is required to use all unused current package days during the leave period.

### IV. ELIGIBILITY FOR FMLA LEAVE

To be eligible for FMLA leave, an employee must have been employed by the County for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave. The employee must also provide appropriate medical certification of eligibility for FMLA leave.

### V. REQUEST FOR FMLA LEAVE

An employee must provide the County at least 30 days advance notice before FMLA leave is to begin if the need for FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or family member. The employee's request for FMLA leave should:

- be in writing;
- set forth the reason for the requested leave;
- contain the anticipated duration of the leave; and
- designate the expected start date of the leave.

If 30 days advance notice is not practicable, such as because of the lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. This ordinarily means that employees are

expected to give at least verbal notification to the County within one or two business days of when the need for leave becomes known to the employee.

When the leave is for planned medical treatment, the employee must consult with the County and make a reasonable effort to schedule the leave so as not to unduly disrupt the County's operations, subject to the approval of the health care provider.

In those cases where an employee has not designated an absence/leave as FMLA leave, and the County receives information indicating that the employee's absence/leave may be for FMLA-covered reasons, the County reserves the right to designate such absence/leave as FMLA leave, and to count that time toward the employee's total 12-week entitlement of FMLA-covered leave. In such circumstance, the County may require the employee to have certification completed by a health care provider to confirm that the leave is for a FMLA-covered reason.

## VI. REQUIRED MEDICAL CERTIFICATION

The County will require medical certification to support FMLA and contractual leave. The Employee Relations Department will provide each employee who may qualify for either type of leave with an appropriate form requesting medical certification concerning the need for the employee's absence. The employee must return the medical certification form to the Employee Relations Department within a *reasonable* time period (*normally* 15 calendar days after the employee receives the County's medical certification form). Failure of an employee to return the certification form in a timely fashion in cases of foreseeable leave may delay the taking of leave. Failure of an employee to return the certification form in a timely fashion in other cases may delay the continuation of leave. Failure of an employee to return the certification form at all will result in the loss of all FMLA benefits and protections, because the leave will not be FMLA leave.

Where the information on the certification form is not sufficient to permit the Employee Relations Department to determine whether the leave requested is FMLA-eligible, the certification will be returned to the employee and the employee will be requested to give permission for the County's physician to contact the employee's physician to obtain additional information. FMLA leave will be conditionally granted under this circumstance, subject to later determination of whether it is FMLA-eligible.

If the minimum duration of the period of incapacity furnished by the health care provider is more than 30 days, no re-certification will *normally* (see exceptions set forth below) be required until the minimum initial period of incapacity has passed. The County reserves the right, however, to request subsequent and/or additional certification of FMLA and contractual leave every 30 days where the leave is for pregnancy, chronic, or permanent/long-term conditions under continuing supervision of a health care provider. The County further reserves the right to request subsequent and/or additional certification of FMLA leave where:



- leave is on an intermittent or reduced leave schedule basis and the minimum period specified on the original certification as necessary for such leave and treatment has passed.
- the employee requests an extension of FMLA leave;
- circumstances described by the previous certification have changed significantly;
- the County receives information that casts doubt upon the employee's stated reasons for the absence; or
- the County has reason to question the appropriateness of the leave and/or its duration.

The County may require a second medical opinion at its own expense by a health care provider designated by the County (but who is not employed on a regular basis by the County) if it doubts the validity of a medical certification. If the first and second opinions differ, the County may require the opinion of a third health care provider. The third health care provider must be approved jointly by the County and the Union, and must be paid for by the County. The opinion of the third health care provider will be final and binding on the County and the employee.

Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to FMLA leave and/or contractual leave. The employee is not entitled to be paid for the time or travel costs spent in acquiring the medical certifications, but the employee may request a copy of the second (or third) medical opinion. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave will not be designated as FMLA leave. The leave may be treated as Contractual Sickness leave under the labor agreement in conformity with the requirements for use of Contractual Sickness leave (i.e., contractual leave may only be used for the employee's personal illness/injury, not for care of spouse, children, etc.).

## VII. INTERMITTENT OR REDUCED SCHEDULE FMLA LEAVE

FMLA Leave may be taken on an intermittent or reduced-leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time. Eligibility for intermittent or reduced schedule leave will be determined as follows:

- A. Intermittent/Reduced Leave Schedule after the Birth or Placement of a Child for Adoption or Foster Care

When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave on intermittently or on a reduced leave schedule only if the County agrees. If, however, a mother has a serious health condition in connection with the birth of her

child or if the newborn child has a serious health condition, County agreement is not required, and such leave may be taken as long as proper certification of the necessity of such leave is provided.

B. Intermittent/Reduced Leave Schedule for Serious Health Condition

Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological comfort to an immediate family member with a serious health condition. Examples of such leave include:

1. Where treatment for the serious health condition is required periodically, rather than for one continuous period of time, and may include leave periods ranging anywhere from an hour or more to several weeks.
2. Where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic or serious health condition even if he or she does not receive treatment by a health care provider.

When intermittent or reduced leave schedule is requested, the employee must attempt to work out a schedule with the County which meets the employee's needs without unduly disrupting the employee's operations, subject to the approval of the health care provider. Where leave is taken on an intermittent or reduced leave schedule basis, the County reserves the right to limit such leaves to the shortest period of time (one hour or less) that the County payroll system uses to account for absences or use or leave.

In cases of intermittent or reduced leave schedule, the amount of leave used toward an employee's total 12-week FMLA entitlement will be determined on a pro-rated basis by comparing the employee's former normal schedule with the new FMLA leave schedule.

VIII. DELAY/DENIAL OF FMLA AND LEAVE

The County may delay and/or deny FMLA leave under the following circumstances:

- where the employee fails to give timely advance notice when the leave for FMLA is foreseeable, the County may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave;
- where an employee fails to provide in a timely manner a requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the County may delay continuation of FMLA leave until the employee submits the certification;

- where an employee never provides requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the leave is not FMLA leave.

#### IX. EMPLOYEE HEALTH BENEFITS DURING LEAVE

Group health care coverage will continue for employees on leave as if they were still working. The maximum period of such coverage is six (6) months. After six (6) months, employees are responsible for making sure the County receives premium payments in accordance with applicable COBRA regulations. The Employee Relations Department will provide a schedule of payment amounts and due dates.

#### X. RETURN TO WORK REQUIREMENTS

Employees on approved FMLA leave or Contractual leave may be required to periodically report their status and intent and ability to return to work.

Where an employee has taken leave for his/her own serious health condition that made the employee unable to perform his/her job, the employee may be required to obtain and produce certification of his ability to return to work and undergo a fitness for duty examination. This requirement will only be imposed where all similarly situated employees in the employee's job class are required to undergo such examination before returning to work from workers' compensation, disability or FMLA leave. The fitness for duty certification for return from FMLA leave will only be sought concerning the particular health condition that caused the employee's need for FMLA leave. This fitness-for-duty exam will not be required when the employee has taken an intermittent leave for his/her health condition.

#### XI. REINSTATEMENT AT CONCLUSION OF FMLA LEAVE

At the conclusion of FMLA leave, an employee will be reinstated to an equivalent position with equivalent terms and conditions as the employee held prior to taking FMLA leave. An employee has no greater right to reinstatement and to other benefits and conditions of employment, however, than if the employee had been continuously employed during the FMLA leave period.

If at the conclusion of the 12-weeks of FMLA leave, the employee is unable to return to work, the employee no longer has the protections of FMLA. Contractual Sickness leave may be available, however.

#### XIII. PENALTIES FOR FRAUD

An employee who fraudulently obtains FMLA or contractual leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the County will take all available appropriate disciplinary action against such employee due to such fraud.

#### XIV. ACCRUED PAID LEAVE

Any accrued paid leave time – package days – held by an employee at the time FMLA leave or contractual sick leave is taken must be used concurrently with FMLA leave or contractual leave, except that employees using FMLA leave for reasons other than their own serious health conditions have the option of preserving up to twenty (20) package days for their own personal illness.

**Memorandum of Agreement**  
**County of Beaver and United Steelworkers of America**  
**Professional Employees of the District Attorney's Office and Public Defender's Office**  
**Revision January 14, 2005**

Subject to ratification by the membership and approval by the Board of Commissioners, the parties agree to amend their existing labor Agreement, in accordance with the following agreements reached during collective bargaining:

1. Article XIX shall be amended to state that the term of this Agreement shall be from January 1, 2005 through December 31, 2008.
2. Article IV shall be amended to read as follows:

Article IV

MANAGEMENT RIGHTS

Section 1.

The management of the employees and the direction of the working forces are vested exclusively with the County and with the District Attorney. Except where expressly limited by a specific provision of this Agreement, management retains the right to hire, discipline and/or discharge for just cause, layoff and promote; to schedule, to determine or change the starting and quitting time, to promulgate reasonable rules and regulations not inconsistent with this Agreement; to assign duties to the work force, to organize, discontinue, enlarge or reduce a department; to discontinue job classifications; to assign employees to other jobs as operations may require subject to other provisions of this Agreement; to introduce new or improved facilities or equipment; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the County prior to the executive of this Agreement. Matters of inherent managerial policy are reserved exclusively to the county. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the County; standards of service, qualifications or certifications for positions, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. The above set forth management rights are by way of example, but not by way of limitation. The Employer, in the exercise of rights, shall observe the provisions of this Agreement.

The rights of Management further include the right to establish and from time to time to amend a Policy and Procedures Manual. To the extent that the provisions of the Policy and Procedures Manual are abridged by a specific provision of this Agreement, this Agreement shall, in such event, supersede the Policy and Procedures Manual.

Section 2.

Pursuant to Section 1 above, the Union recognizes that the County may introduce a revision in the method or methods of operation which will produce a revision in job duties and a reduction or increase in personnel in any department. The Union agrees that the County may implement any program and work force reduction in any program to be hereafter undertaken by the County provided such revision is consistent with the provisions of this Agreement and is not made with the intent and purpose of eroding the bargaining unit.

3. Article VII Section 1 There shall be a separate seniority list for full time and part time employees and a separate list for employees under the District Attorney and of the Public Defender, provided that if an employee moves from one Office to the other under this Agreement, his seniority and wage rate shall be recognized in accordance with the salary scale set forth in Article VII

3 a Article VII, Section 2 shall be amended by adding "retirement" to the list of circumstances which terminate seniority.

4. Article VII, Section 6 shall be amended to read as follows:

All new employees shall be considered probationary employees for a period of ninety (90) working days from the beginning of their employment, during which time they shall have no benefits (medical, life, dental, eye or Sickness and Accident and Package Days) and shall be bound by all of the other provisions of this Agreement. A probationary employee may be summarily dismissed within said ninety (90) working day period at the sole discretion of the Employer. If such employee is retained beyond this ninety (90) day probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date he began work, and all of his rights and benefits under this Agreement shall accrue from the beginning of his employment.

5. Article VIII shall be amended to read as follows:

#### ARTICLE VIII

##### Rates of Pay

###### Section 1. Salary Rate Changes

The parties agree to the salary scale set forth in Appendix B of this Agreement, effective as of January 1 of each year, which was established in the following manner:

**2005** – a 4% increase on gross pay, calculated by taking sum of each employees' 2004 salary and any longevity bonus as describe in Article XVI, Section 9 of the prior Agreement, multiplied by 1.04. The First Deputy Public Defender shall receive a \$2000 increase to his 2004 salary, and the 4% increase will be calculated from this figure.

The salary for newly hired Full-time employees will be \$38,100 annually.

The salary for newly hired Part-time employees will be \$19,021 annually.

Longevity bonus will no longer be paid to any employee in this bargaining unit, and Article XVI, Section 9 shall be eliminated from the Agreement.

**2006** – a 3% increase over each employees' 2005 salary, calculated by taking the 2005 salary (as derived from the formula set forth above) multiplied by 1.03.

The salary for newly hired Full-time employees will be \$39,243 annually.

The salary for newly hired Part-time employees will be \$19,592 annually.

**2007** – implementation of a seniority-based salary scale as follows:



Seniority bands are established for the following ranges: 0-5 years; 6-10 years; 11-15 years; 15-20 years; and 20+ years. The salary rate for each band is based on the highest rate paid to the employee in that band in 2006. For calendar year 2007, each employee in each salary band shall receive the 2006 rate of the highest paid employee in that band (some employees already at the highest rate in 2006 will receive no increase in 2007).

Movement from one band to the next shall occur on January 1 of the calendar year in which the relevant anniversary date of employment occurs. For example, if an employee reaches his 11<sup>th</sup> anniversary of employment on June 1, he shall be paid the salary for the 11-15 band commencing on the preceding January 1.

**2008** – a 4% increase to the seniority-based salaries implemented in 2007, calculated by taking the 2007 salary scale and multiplying it by 1.04. If the current Chief Deputy District Attorney still occupies that position, he shall receive a \$2000 increase to his 2007 salary in lieu of the 4% increase. If the current Second Deputy District Attorney still occupies that position, he shall receive a \$500 increase to his salary in lieu of the 4% increase.

To assist the parties with the negotiation and implementation of the Salary Scale described above, they have prepared spreadsheets during the course of negotiations setting forth the projected salaries of all current employees and their movement on the scale. The spreadsheet is attached as part of Appendix B. The parties agree that in the event of a conflict between the description of the salary scale set forth above and the projections appearing on the spreadsheet, the salaries set forth on the spreadsheet shall be determinative.

#### Section 2 – Salary Addition for First and Second Deputies

Employees selected to the position of First Deputy shall receive a one-time addition to their salary of \$2000 if Full-time and \$1000 if Part-time. Said addition shall be payable upon selection to the position and shall be incorporated into the base salary for purposes of calculating annual percentage increases.

Employees selected to the position of Second Deputy shall receive a one-time addition to their salary of \$1000 if Full-time and \$500 if Part-time. Said addition shall be payable upon selection to the position and shall be incorporated into the base salary for purposes of calculating annual percentage increases.

#### Section 3 – Call Out Pay

Any employee who is required to be on call by Management, and who is called out to work, shall receive a stipend of one hundred dollars (\$100.00) for each such call out. Appropriate forms for record-keeping purposes will be developed and utilized by each Office.

6. Article IX, Section 1 shall be amended to delete the Employee's Birthday as a recognized holiday.

7. Article X and the portion of Article XI, Section 6 addressing Sick Leave and Personal Attendance Bonus days shall be deleted and the Package Day agreement substituted in their place as follows:

#### ARTICLE XI

## Package Days

Section 1. Vacations, sick days and personal days shall be combined into a package of days off with pay each calendar year.

Section 2. For full-time employees, package days will accrue on the following basis:

(a) From the first of the month following the date of completion of the probationary period through December 31 of the calendar year of employment, an employee shall earn package days at the rate of 1.25 days per month of employment.

(b) During the calendar year beginning January 1 following the date of employment, and during each calendar year or part thereof thereafter until an employee reaches the fourth (4<sup>th</sup>) anniversary of employment, an employee will earn package days at the rate of 1.666 days per month of employment to a maximum of 20 package days earnable in a calendar year.

(c) From the first of the month following the date on which an employee attains the fourth (4<sup>th</sup>) anniversary of employment the rate at which package days are earned shall increase to 2.083 days per month of service to a maximum of 25 package days earnable in a calendar year.

(d) From the first of the month following the date on which an employee attains the eighth (8<sup>th</sup>) anniversary of employment, the rate at which package days are earned shall increase to 2.50 days per month of service to a maximum of 30 package days earnable in a calendar year.

(e) From the first of the month following the date on which an employee attains the tenth (10<sup>th</sup>) anniversary of employment, the rate at which package days are earned shall increase to 2.666 days per month of service to a maximum of 32 package days earnable in a calendar year.

(f) From the first of the month following the date on which an employee attains the twelfth (12<sup>th</sup>) anniversary of employment, the rate at which package days are earned shall increase to 2.833 days per month of service to a maximum of 34 package days earnable in a calendar year.

(g) From the first of the month following the date on which an employee attains the fifteenth (15<sup>th</sup>) anniversary of employment, the rate at which package days are earned shall increase to 2.916 days per month of service to a maximum of 35 package days earnable in a calendar year.

Section 3. Part time employees shall accrue package days at the rate of 0.75 days per month of service to a maximum of 9 package days earnable in a calendar year.

Section 4. Package days not used for sick days may be requested as vacation days or personal days at any time, subject to approval of Management based on the staffing needs of the Office.

(a) Requests for package days of three (3) or more consecutive days (vacation) shall be made on or after March 1 on vacation preference forms supplied by the County. Vacations shall be granted at the time requested by the employee, subject to



Management's responsibility to maintain efficient staffing levels. If the nature of the operation makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the County shall be given the choice of vacation period in the event of any conflict, provided the vacation preference form is returned no later than April 1. In the event the vacation preference forms are not returned in timely fashion, then seniority preference shall not govern and the employees shall be assigned other weeks of vacation.

(b) Requests for package days of fewer than three (3) days shall be submitted in writing to the appropriate Management representative at least one (1) week in advance of the requested date, or such shorter period of time as the parties may agree. Approval of such package day requests shall be granted insofar as is reasonably possible subject to the operational needs of the Office. In the event two or more employees request the same package days, seniority shall determine which employee will be permitted to take the day.

#### Section 5.

(a) Settlement with each employee will be made as of the end of each calendar year for the unused part of package days based on the straight-time hourly rate of pay, up to a maximum of ten (10) days. Settlement of the unused portion of package days will be calculated and paid by February 1 of the following year.

(b) As an alternative to the settlement for unused package days, an employee may elect to carry forward all or a portion of unused package days from one year to the next, with a maximum carry forward of fifteen (15) days from one year to the next in any one year and a maximum accumulation of total days carried forward at any one time of forty-five (45) unused days. Unused package days carried forward, rather than settled as described above, may be used only for absence due to bona fide injury or illness and shall not be used for purposes of additional vacations or personal days. Package days so carried forward but unused at the time of termination or retirement will be paid for at the time of termination or retirement at the rate of \$ 67 per day.

(c) Employees voluntarily leaving employment with the County must give two (2) weeks' notice and work the notice period, or else forfeit an equal number of package days. No package days may be taken during the two week notice period without prior agreement of Management.

Section 6. All sick leave accumulated under prior agreements relating to sick leave shall be preserved in accordance with the terms of the prior agreements. These days will be utilized first in the event an employee calls off sick.

Section 7. Use of sick days accumulated under prior agreements, or package days as established by this Agreement, is mandatory for employees on leave pursuant to the Family and Medical Leave Act (FMLA) and sickness leave pursuant to Article XI, Section 3, with the exception that the employee may elect to retain twenty (20) sick days in his bank.

Section 8. Package days shall not accumulate while an employee is on any form of extended leave described in Article XI.

Section 9. Transition from the former method of calculating days of paid time off to this Package Day method shall be accomplished in the following manner: The initial allotment of Package Days earned by employees for calendar year 2005 is based on time worked in 2004. For calendar year 2006 and all subsequent years, Package Days will be considered earned on a monthly basis in accordance with the accrual rates set forth above. Each employee will be credited at the beginning of the year with his entire allotment of Package Days for the year, which may be used as set forth above, provided, however, that if the employee ceases employment having used unearned package days the employee shall reimburse the County for the unearned time.

8. Article XI, Section 1 shall be amended to include a reference to the Uniformed Services Employment and Reemployment Rights Act, as amended.
9. Article XI, Sections 2 and 3 shall be amended to reference the County's FMLA Policy.
10. Article XI, Section 4 shall be amended to incorporate the County's FMLA Policy, which shall be attached to the Agreement as an Appendix.
11. Article XI, Section 6: the paragraphs referencing Sick Leave and Personal Attendance Bonus Days shall be deleted from the Agreement (they are included in Package Days).
12. Article XI, Section 6 – the County's Absence Control Program shall be incorporated into the Agreement as an Appendix.
13. Article XII shall be deleted and new language added as follows:

#### Article XII

##### Insurance Benefits

###### Section 1. Hospitalization Plan

Effective January 1, 2005, or as soon as administratively practicable thereafter, the County shall provide Hospitalization benefits through the "home host" model as generally outlined in Appendix C of this Agreement. In general terms, the "home host" model requires employees to utilize hospital services provided by the Tier 1 Hospitals, otherwise individual deductibles and coinsurance amounts are higher. Appendix C is only a general outline of the program. Exact terms of the program are set forth in agreements between the County of Beaver and various health care network providers and shall determine the actual extent of coverage.

###### Section 2. Physician Services

Effective January 1, 2005, or as soon as administratively practicable thereafter, the County shall provide Physician Service benefits through Intergroup/Health Coalition Partners.

###### Section 3. Vision Care

The County shall provide Vision Benefits as outlined in the summary included in Appendix C.

###### Section 4. Dental Care

The County shall provide Dental Benefits as outlined in the summary included in Appendix C.

###### Section 5. Employee Benefit Coverage Contribution

Effective January 1, 2005, and for the duration of this Agreement, each employee covered by the County's Benefit Program for Hospitalization and Physician services shall contribute toward the cost of providing the benefit an amount calculated in the following manner:

2005 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2004, which amount shall be prorated and deducted from each employee's biweekly pay check in 2005 on a pretax basis.

2006 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2005, which amount shall be prorated and deducted from each employee's biweekly pay check in 2006 on a pretax basis.

2007 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2006, which amount shall be prorated and deducted from each employee's base salary for 2007 on a pretax basis.

2008 Contribution will be calculated on the basis of one percent (1%) of each covered employee's base salary for 2007, which amount shall be prorated and deducted from each employee's base salary for 2008 on a pretax basis.

(Example: If employee moves from part-time to full-time during 2004, his contribution for 2005 will be based on his base salary as a full-time employee, since that is his base salary at the end of 2004).

#### Section 6. Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from H.S.I. or other mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three-tiered formulary as determined by the County's Pharmacy Benefit Manager and will be subject to the following co-pays:

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	\$10	\$15
Preferred Brand	\$20	\$30
Non-preferred Brand	\$35	\$50

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

#### Section 7. Life Insurance

A. The County shall provide group term life insurance for regular employees at the face amount of Thirty thousand dollars (\$30,000.00).

B. The County shall provide, upon retirement, a Two thousand five hundred dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two thousand seven hundred fifty dollars (\$2,750.00).

Section 8.       Sickness and Accident Insurance

A.       The County shall provide full-time employees with sickness and accident benefits at the lesser of Sixty six per cent (66%) of gross pay or Three hundred dollars (\$300.00) per week. Benefits shall be for twenty six (26) weeks. Employees on FMLA will use sick and/or package day balance down to twenty (20) days.

B.       Employees shall be permitted to receive the benefits of this Section beginning on the twenty first (21<sup>st</sup>) day of absence due to an accident or illness.

C.       Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

Section 9.       The County may at any time during the term of this Agreement provide the benefits agreed to herein with any other network and/or provider, provided that the employees receive no reduction in benefit or network coverage.

14.   Article XVI, Section 4 shall be deleted from the Agreement (personal days are included in Package Days).

15.   Article XVI, Section 8 shall be deleted, and new language substituted as follows:

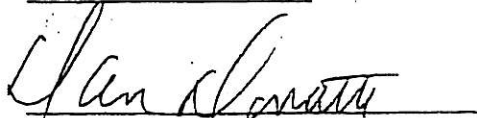
Part-time employees shall receive Package Days and benefit coverage as set forth in this Agreement.


16.   Article XVI, Section 9 shall be deleted from the Agreement (longevity is built into the new salary scale).

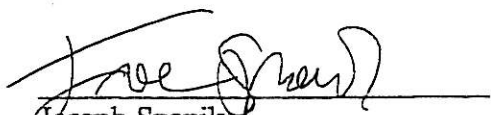
17.   Article XVI shall be amended by adding a new section addressing agreed complement:


For the duration of this Agreement, the parties agree that the complement of employees employed in the bargaining unit shall be at least 25 employees, consisting of eight (8) full-time assistant district attorneys; five (5) part-time assistant district attorneys; four (4) full time assistant public defenders; and eight (8) part-time assistant public defenders. Vacancies occurring in these positions shall be filled as soon as is practicable. Any position that is established as a grant-funded position shall not be subject to this provision.


FOR THE COUNTY:


  
Dan Donatella, Chairman  
County Commissioner

  
Charles Camp  
Commissioner

  
Joseph Spanik  
Commissioner

  
S. Richard Darbut  
Manager of Personnel

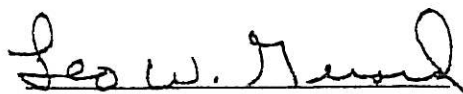
  
John A. McCreary, Jr., Esq.  
Special Labor Counsel


  
Deborah Kunselman  
County Solicitor

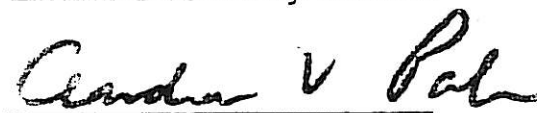
WITNESS AND ATTEST


  
Tracey Patton  
Chief Clerk

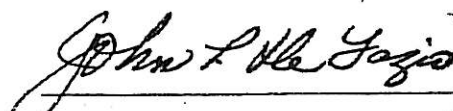
FOR THE UNION:

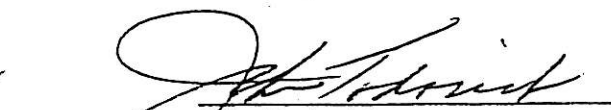
  
International President

  
International Secretary/Treasurer

  
International Vice President


  
International Vice President

  
Director, District 10

  
John Todorich  
Business Agent - USW, AFL-CIO

  
Dick A. Goodwald  
Negotiating Committee

  
J. P. Miller  
Negotiating Committee

  
Frank N. Martucci  
Negotiating Committee